

4. In the State Court Action, Plaintiff has alleged that one or more defendants violated the Truth In Lending Act, 15 U.S.C. § 1635 et seq., thereby implicating federal question jurisdiction. See Exhibit A.

5. Any civil action brought in a state court of which the district courts of the United States have original jurisdiction may be removed by a defendant to the district court of the United States for the district and division embracing the place where such action is pending. 28 U.S.C. § 1441(a). Here, the State Court Action is pending in Bucks County, Pennsylvania. Therefore, removal to this district court is proper.

6. Accordingly, the United States District Courts have original jurisdiction over this action pursuant to 28 U.S.C. § 1331, and this action is removable to this Court pursuant to 28 U.S.C. § 1441.

7. Pursuant to 28 U.S.C. § 1446(d), Wells Fargo will file a copy of this Notice of Removal with the District Court of Bucks County and will serve the same on all other parties.

WHEREFORE, Wells Fargo removes this action presently pending against it in the District Court of Bucks County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania.

[SIGNATURE PAGE FOLLOWS]

Respectfully submitted,

BLANK ROME LLP

By: /s/ John E. Lucian (JL7286)

John E. Lucian (I.D. No. 92317)

One Logan Square

Philadelphia, PA 19103

(215) 569-5500

(215) 569-5555 (fax)

Counsel for Defendant,

Wells Fargo Home Mortgage, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of March, 2009, I caused a true and correct copy of the foregoing Notice of Removal to be served via First Class Mail to *pro se* plaintiff at the following address:

Kenneth J. Taggart
45 Heron Road
Holland, PA 18966
Pro Se Plaintiff

/s/ Gregory F. Vizza

EXHIBIT A

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF: JUCKES

CIVIL ACTION
HEARING NOTICE

Mag. Dist. No.:	07-2-01
MDJ Name: Hon.	WILLIAM D. BENZ
Address:	60 TOWNSHIP RD RICHBORO, PA
Telephone: (215) 322-0144	28954

PLAINTIFF: NAME and ADDRESS

TAGCART, KENNETH
45 HERRON RD
HOLLAND, PA 19146

VS.

DEFENDANT: NAME and ADDRESS

NORTHWEST MORTGAGE INC, 30 AL.
1 BOMB CAMPOS
USA AMERICAS SERVICES CO
BIRMINGHAM, AL 35203WELLS FARGO HOME MORTGAGE INC
1 BOMB CAMPOS
BIRMINGHAM, AL 35203

100-1127125-720

Docket No.: CV-0000002-02
Date Filed: 3/24/09

A civil complaint has been filed against you in the above captioned case. A hearing has been set in this matter for:

Date:	4/08/09	Place:	DEWEIGHT COURT 07-2-01 60 TOWNSHIP RD RICHBORO, PA 18954 215-322-0144	DSM Servicing Mail Stop X2302-04E MAR 18 2009
Time:	9:00 AM			

NOTICE TO DEFENDANT

#22

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above telephone number.

YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

Pursuant to Pa.R.C.P.D.J. No. 342(B)(2), no claim by the defendant will be permitted in a supplementary action filed for failure of judgment creditor to enter satisfaction.

NOTICE TO PLAINTIFF

Pursuant to Pa.R.C.P.D.J. No. 318, you or your attorney will be notified if the defendant gives notice of his/her intention to defend.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

Mag. Dist. No.: 07-2-01
 WDJ Name: Hon.
 WILLIAM J. BENZ
 Address: 50 TOWNSHIP RD
 RICHBORO, PA 18954
 Telephone: (215) 322-0144

	AMOUNT	DATE PAID
FILING COSTS	\$	1/1
POSTAGE	\$	1/1
SERVICE COSTS	\$	1/1
CONSTABLE ED.	\$	1/1
TOTAL	\$	1/1

PLAINTIFF: Kenneth J. Taggart
 45 Meron Rd
 Holland Pa 18966
 VS.
 DEFENDANT: Northwest Mortgage, Inc
 MAC X2406-011
 1 Home Campus
 Des Moines, IA 50328
 Docket No.: CU-92-09
 Date Filed: 2-24-09



Wells Fargo Home Mortgage, Inc
 MAC X2401-049
 1 Home Campus
 Des Moines, IA 50328

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$6,687.50 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

RECEIVED
 09 FEB 24 AM 11:46
 DISTRICT COURT
 07-2-01
 COSTS TO INCLUDE OR BE ADDED THE ADDITIONAL
 INTEREST, Penalties, Court Costs, Attorney Fees. (RT)
 "See Attached Complaint"

I, Kenneth J. Taggart, verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

[Signature]
 (Signature of Plaintiff or Authorized Agent)
 267-987-3466

Plaintiff's Attorney: _____ Address: _____
 Telephone: _____

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

Mag Dist No: 07-0-01

Platiff:

MDJ Name Hon.

Kenneth J Taggart
45 Heron Rd
Holland, Pa 18966

William J Benz
60 Township Line Rd
Richboro, Pa 18954

215-322-0144

Defendant(s):

1) Norwest Mortgage Inc,
d/b/a America's Servicing Company
MAC X2406-011
1 Home Campus
Des Moines IA 50328

2) Wells Fargo Home Mortgage , Inc
MAC X2401-049
1 Home Campus
Des Moines, IA 50328

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DISTRICT COURT
07-2-01

This is a claim under the Consumer Credit Protection Act 15 U.S.C. 1601, the Federal "Truth-in-Lending" Act & Regulation "Z". The defendant(s) in the case have shown willfull violations and and intensions to mislead consumers on loan #1127125720 for property located at: 45 Heron Rd, Holland, Pa 18966. [Federal Truth in Lending; sec. 108 & 130]

Kenneth J Taggart, Plaintiff, applied for a mortgage loan on 8/24/06 with Community Lending, a loan broker, located at 726 Fitzwaterstown Rd, Willow Grove, Pa 19090. Plaintiff was provided a "Truth-In-Lending Disclosure" with and APR (annual percentage rate) of 8.5% and indicated a 6-month Libor ARM progm with a 1% cap rate adjustment period for each adjustment and a 6% lifetime adjustment cap on the loan. The margin on the loan was quoted at 3%.

(See Exhibit "A")

2/22/09

There was no disclosure of a minimum rate other than "The rate never going up or down more than 3% over the life of the loan". Defendant(s), Norwest Mortgage Inc & Wells Fargo Home Mortgage Inc., who purchased the loan from Decision One, failed to provide all disclosures and terms of the loan. Subsequent lenders are subject to the same laws and liability as the original lender. The lender failed to disclose all terms of the loan. [Truth In Lending Act, Sec 226.18, & Sec 226.4]

Lender also showed a pattern of abuse, gross negligence, and intention to mislead. [Truth in Lending, Sec 226.18].

Community Lending brokered the loan to Decision One Mortgage, LLC. The Loan closed on 9/15/06 with terms not disclosed prior to settlement. Final terms at settlement were provided with an APR of 11.442%. The "First interest rate change" was not disclosed and had a minimum interest rate of 7.94%. The margin of 6.94% that was in the loan was originally indicated to be 3%. (See Exhibit "B")

Enclosed are disclosures from Decision One Mortgage dated September 1, 2006. The disclosures were not mailed until September 5, 2006 and received on September 20, 2006 after the loan closed and funded. Enclosed is a copy of the envelope and post mark date indicating when it was mailed. (See Exhibit "C")

Lender did not make the paperwork available for review 24 hours prior to settlement.

Taggart vs. Norwest Mortgage Inc. & Wells Fargo Home Mortgage, Inc 2/22/09

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DISTRICT COURT
07-2-C

I am suing for Recission rights of this loan to be extended under Section 226.15 and 226.23 of the Federal "Truth-In-Lending" Act as full disclosure of this transaction was not followed. The lein on the property should be removed as security for the loan per the Federal "Truth-In-Lending Act" recission extension should be granted. . I am also suing for additional interest paid on the loan that was not disclosed as well as court costs & attorney fees. [Truth In Lending Act. Sec 130].

Section 130 of the Federal Truth In Lending Act states that a Penelty of 2 time the interest charged up to \$2,000 may be awarded as additional damages.

The total cost of fees to date are: 4,687.50 + \$2,000 penelty ,additional interst charges between now and court date, court costs, attorneys fees.

Kenneth J Taggart, Plaintiff

Taggart vs Norwest Mortgage inc. & Wells Fargo Home Mortgage, Inc 2/22/09

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DISTRICT COURT
07-2-01

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicant: Kenneth J. Feggin
 Property Address: 45 Huron Road
 Southampton, PA 18966
 Application No: 667160

Prepared By: Community Lending
 725 Fairview Road Suite E
 Wilson Grove, PA 17060
 215-687-1500
 Date Prepared: 02/24/2009

EXHIBIT A

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after making all payments as scheduled
5.500 %	\$55,425.51	\$97,500.00	\$1,029,565.89

☐ REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit.
 PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due	Number of Payments	Amount of Payments **	When Payments Are Due
24	3,659.50	11/01/2008						
336	3,636.77	11/01/2008						
1	1,039.60	10/01/2036						

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 DISTRICT COURT
 07-2-01

☐ DEMAND FEATURE: This obligation has a demand feature.

☐ VARIABLE RATE FEATURE: This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

CREDIT LIFE/CREDIT DISABILITY: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Insured	Signature
Credit Life		I want credit life insurance. Signature.
Credit Disability		I want credit disability insurance. Signature.
Credit Life and Disability		I want credit life and disability insurance. Signature.

INSURANCE: The following insurance is required to obtain credit:

☐ Credit life insurance ☐ Credit disability ☒ Property insurance ☐ Flood insurance

You may obtain the insurance from anyone you want that is acceptable to credit.

☐ If you purchase ☐ property ☐ Real estate insurance from credit you will pay \$ for a one year term.

SECURITY: You are giving a security interest in: 45 Huron Road, Southampton PA 18966

☐ The goods or property being purchased ☒ Real property you already own.

FINING FEES: \$

LATE CHARGE: If a payment is more than 15 days late, you will be charged 5.00% of the payment due.

PREPAYMENT: If you pay off early, you

☒ may ☐ will not have to pay a penalty.

☐ may ☒ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property

☐ may ☐ may, subject to conditions

☒ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

☐ * means an estimate ☒ all dates and numerical disclosures except the late payment disclosures are estimates.

** NOTE: The Payments shown above include finance charges for mortgage insurance (if applicable), but exclude Property Taxes and Insurance.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

Kenneth J. Feggin (Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Lender) (Date)

BORROWERS KENNETH J. TAGGART
ADDRESS 45 HERON ROAD
CITY/STATE/ZIP HOLLAND, PENNSYLVANIA 18946-2109

DATE: SEPTEMBER 15, 2006

LOAN NO.: 2006090910270

LENDER: Decision One Mortgage Company, LLC
3033 HSBC Way
Fort Mill, SC 29715

EX-11317 B

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your loan as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
11.35%	\$ 1,039,053.24	\$ 379,867.01	\$ 1,418,920.25

PAYMENT SCHEDULE:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
24	2,790.67	MONTHLY COMMENCING 11-01-06 AND ON THE SAME DAY OF EACH MONTH THEREAFTER	1	4,011.67	10-01-06
6	3,596.17	11-01-08			
6	3,876.20	09-01-09			
222	4,034.36	11-01-09			

DEMAND FEATURE: ☒ This loan does not have a Demand Feature. ☐ This loan has a Demand Feature.
☐ All disclosures are based on an assumed maturity date of one year.

VARIABLE RATE FEATURE: ☒ This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: ☒ You are giving a security interest in the property located at: 45 HERON ROAD, HOLLAND, PENNSYLVANIA 18946-2109
☐ You are giving a security interest in the goods or property being purchased.
☐ Other:

ASSUMPTION: A subsequent purchaser of this property: ☒ cannot assume the remainder of the mortgage on the original terms.
☐ may under certain circumstances, be allowed to assume the remainder of the mortgage on the original terms.

FILING / RECORDING FEES: 129.50

INSURANCE: Credit life, accident, health or loss of income insurance is not required in connection with this loan. This loan transaction requires the following insurance: ☒ Hazard Insurance ☐ Flood Insurance ☐ Private Mortgage Insurance
You may obtain property insurance from anyone you want that is acceptable to Lender.

LATE CHARGES: If your payment is more than 15 days late, a late charge of 5.0% of the overdue payment amount will be due from you.

PREPAYMENT: If you payoff your loan early you: ☒ may ☐ will not be charged a penalty to prepay this loan in full or in part.
☐ may ☒ will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, right to accelerate before scheduled maturity date, pre-payment refunds and penalties, and further information regarding security interests and the policy regarding assumption of the obligation.

(c) appearing by a date or figure means it is an estimate.

I/We hereby acknowledge reading and receiving a complete copy of this disclosure along with copies of documents referred to in this disclosure.

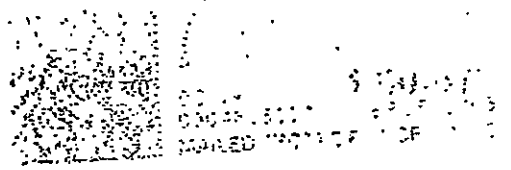
KENNETH J. TAGGART BORROWER / DATE

BORROWER / DATE

BORROWER / DATE

BORROWER / DATE





Forwarding Service Requested

KENNETH J. TAGGART
45 HERON ROAD
HOLLAND, PENNSYLVANIA 18966-2109

EXHIBIT C

RECEIVED
09 FEB 24 AM 11:46
DISTRICT COURT
@7-2-01

Heron

*Received
9/20/06*